

**"AS IS" Residential Contract For Sale And Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



**PARTIES:** \_\_\_\_\_ ("Seller"),  
2\* and \_\_\_\_\_ ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and  
5 any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7\* (a) Street address, city, zip: \_\_\_\_\_
- 8\* (b) Property is located in: \_\_\_\_\_ County, Florida. Real Property Tax ID No.: \_\_\_\_\_
- 9\* (c) Real Property: The legal description is \_\_\_\_\_

10 \_\_\_\_\_  
11 \_\_\_\_\_  
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached  
13 wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms  
14 of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which  
16 are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase  
17 range(s)/(oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and  
18 draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access  
19 devices, and storm shutters/panels ("Personal Property").  
20\* Other items included in this purchase are: \_\_\_\_\_

21 \_\_\_\_\_  
22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 23\* (e) The following items are excluded from the purchase: \_\_\_\_\_

24 \_\_\_\_\_  
25 **PURCHASE PRICE AND CLOSING**

26\* **2. PURCHASE PRICE (U.S. currency):** ..... \$ \_\_\_\_\_

- 27\* (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** ... \$ \_\_\_\_\_  
28 The initial deposit made payable and delivered to "Escrow Agent", named below

29\* **(CHECK ONE):** (i)  accompanies offer or (ii)  is to be made within \_\_\_\_\_ (if left blank,  
30 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)  
31 SHALL BE DEEMED SELECTED

32\* Escrow Agent Information: Name: \_\_\_\_\_

33\* Address \_\_\_\_\_

34\* Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

- 35\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
36\* days after Effective Date..... \$ \_\_\_\_\_

37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- 38\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... \$ \_\_\_\_\_

- 39\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_

- 40 (e) Balance to close (not Including Buyer's closing costs, prepaids and prorations) by wire  
41\* transfer or **COLLECTED** funds..... \$ \_\_\_\_\_

42 **NOTE: For the definition of "COLLECTION" OR "COLLECTED" see STANDRD S.**

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

- 44\* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before \_\_\_\_\_  
45\* \_\_\_\_\_, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the  
47 counter-offer is delivered.

- 48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed  
49 and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and  
51 the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing")  
52\* on \_\_\_\_\_ ("Closing Date"), at the time established by the Closing Agent.

53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Closing funds from Buyers lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice  
55 requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to  
56 exceed 7 days.

Buyer's Initials \_\_\_\_\_ Page 1 of 11 Seller's Initials \_\_\_\_\_  
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